

# HOMEFACTORS

## FURNISHING CONSULTANTS

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## TERMS AND CONDITIONS

### DEFINITIONS

'We', 'Our', 'the Company' means Homefactors Ltd.

'You', 'Your', 'the Customer', 'the Buyer' means the customer named on the quotation and order.

'Quotation' means the Company's quotation for the supply of the goods and/or services. The quotation may set out details such as pro-forma payments, deposits, quantity, price, date of delivery and/or completion, site address, dates, invoicing and payment terms.

'Goods' and 'Services' mean the goods and services which are the subject matter of the quotation and order and which are to be supplied and/or installed by the Company or the Company's subcontractors.

'Site' means the Customer's site where the Goods are to be delivered or where work is to be done by the Company or the Company's sub-contractors.

'Delivery' means delivery by the Company or its subcontractors to the Site.

'Contract' shall mean the contract between the Company and the Customer consisting of the Quotation, these Conditions and any other documents (or parts thereof) specified in the Quotation.

### 1. CONDITIONS APPLICABLE

- a. Any Goods We sell will be supplied under these Terms and Conditions unless otherwise agreed in writing by an authorised officer of the Company.
- b. These Terms and Conditions will take precedence over the Buyer's terms and conditions and will be conclusive where there is any inconsistency between the two.
- c. The period of time mentioned in this contract within which You must pay for the goods shall be the essence of this contract.
- d. Whilst We undertake to do Our utmost to carry out every order within the specified period, We cannot accept responsibility for any failure or delay in performance of the contract.

### 2. WARRANTIES

- a. We warrant to You that we have used and will continue to use Our reasonable endeavours to provide that the Goods and services will be of satisfactory quality and will correspond with any relevant specification.
- b. Whilst every effort has been made to reproduce colours and shades of fabric or wood finishes accurately, their representation in any promotional material should be used as a guide only.
- c. Any samples of the Goods are provided as an indication and not as a guarantee of quality or colour of the Goods.
- d. The Goods shall be supplied in accordance with the description contained in the Quotation. We may from time to time make changes to the specification of the Goods which do not materially affect the quality of the Goods.
- e. We reserve the right to alter specification and withdraw models without prior notice.

### 3. GUARANTEE

All products are guaranteed for fair wear and tear and for 12 months from point of sale unless otherwise stated.

### 4. ORDERS

- a. We accept orders by post, email or fax.
- b. Where Your payment office requires Your official order number to be quoted, without which payment would be delayed, the order number must be given on the order You issue to Us.
- c. Other information on Your order documentation should include the correct delivery address (including correct postcode), the name and contact number of the individual who placed the order and/or that of their supervisor as applicable, the invoicing address and any other information without which the authorisation and payment of Our invoices would be delayed.

## **5. PRICES**

All prices shown in Our printed price guide, quoted by phone, by letter, fax or email are exclusive of VAT.

## **6. LEAD TIMES**

- a. Certain items not subject to a custom-made finish, such as beds and mattresses, are normally kept in stock for swift delivery. Items of bed linen are normally delivered in approximately 7 working days. Custom-made curtains and blinds are normally delivered in 14 working days.
- b. Items manufactured to the finish, colour or pattern of Your choice are made to order and normally take approximately 6 weeks from receipt of written order.
- c. Where an order comprises items some of which are available from stock and some of which are made to order, We will usually hold items in storage until everything is available to deliver together.

## **7. DELIVERY**

- a. Where items such as bedding, or curtains despatched direct for You to hang, are being delivered on their own, these may be sent by carrier to Your designated address.
- b. The delivery day and time of items sent by carrier is not normally under Our control, although where possible We will advise that an order has been dispatched and a likely delivery day, if known.
- c. Where a composite order is being delivered on Our own or on Our subcontractor's transport we will contact You in advance to advise the day and, where possible, timeslot, of the delivery.
- d. Items delivered on Our own or on Our subcontractor's transport will normally be placed where required.
- e. It is Your responsibility to ensure that there is unhindered access.
- f. For a turnkey project We can unpack and place items.
- g. Packaging materials will be collected together in a suitable location and left as tidily as possible for disposal by You.
- h. Where split delivery is required there may be additional charges.
- i. We reserve the right to charge You an abortive delivery charge in the event that You are unable to accept delivery of items that have been loaded, dispatched or arrived on site.
- j. Any dates quoted for delivery are approximate only and We shall not be liable for any delay in the delivery of the Goods however caused.
- k. Where You cannot take delivery on the date or dates agreed, We will provide storage for up to one calendar month from the date the goods were first available for delivery, at no charge.
- l. If delivery is delayed beyond one calendar month, storage charges will apply.

## **8. CARRIAGE CHARGES**

- a. Within M25 – goods below the value of £350 + VAT delivered to one address bear a carriage charge of £35 + VAT.
- b. Outside M25 – Goods below the value of £500 + VAT delivered to one address bear a carriage charge of £40 + VAT.
- c. Bedding/curtains only – orders below £350 + VAT are sent by carrier. The carriage charge is £15 +VAT.

## **9. ACCEPTANCE OF GOODS**

- a. You must inspect the goods and advise Us in writing of any deficiency, damage or other reason for rejection, within 7 days of delivery and before the goods are used.
- b. If We have not been advised within 7 days of delivery You may be entitled to reject Goods which are not in accordance with the Contract only at Our discretion.
- c. If You fail to give such notice as above, the goods shall be considered to be in all respects in accordance with the contract and You shall accept and pay for the goods accordingly.
- d. We reserve the right to inspect any alleged defective Goods where practicable at Our or Your premises and to repair and/or provide replacement Goods at Our discretion.
- e. This does not restrict Our right to vary the specification provided this does not materially alter the nature of the goods.

## **10. RISK AND TITLE TO GOODS**

- a. The risk in the Goods passes to You upon delivery.
- b. Property in the Goods shall remain vested in Us and shall pass from Us to You only upon full payment being received by Us of all sums from You in respect of those Goods.

## **11. LIABILITY**

- a. If, within one month from the date of delivery, You consider that the Goods or part of them are defective or materially not in accordance with the order acknowledgement, you must give us notice of any alleged defect or non-compliance within that period of one month.
- b. You must allow Us or Our agents, employees or representatives, to inspect the Goods and investigate the complaint.
- c. You must not return the Goods or part of them to either Us or the manufacturer unless We have agreed in writing to accept their return.
- d. Except where liability may not be excluded or limited by contract between the contracting parties, We shall not be liable for loss of profit, damage or for any expenditure incurred on the Goods supplied or any consequential or special loss or damage You sustain by reason of any breach by Us arising from any act or default of Ours, however arising.

## **12. PAYMENT**

- a. Our normal payment terms are 14 days from invoice date unless otherwise confirmed in writing. We reserve the right to amend these terms and may at Our discretion require, for instance, 7-day payment, pro-forma payment, part or full payment upon acceptance of order, or payment in full before, or at the time of, delivery.
- b. Where the order value is over £3,000 + VAT, We may at Our discretion offer a 5% settlement discount for payment received within 14 days.
- c. Payment may be made by cheque, BACS or direct bank transfer. We currently do not accept credit card payments.
- d. Delay of payment may have direct consequences on pending orders, and interest will be charged at a rate of 2.5% per month on sums outstanding beyond the payment date.
- e. Should any payment or part payment be outstanding after the last date for payment, We shall be entitled to suspend any contract with You until payment in full is received.
- f. If any payment remains unpaid for 7 days after it has become due We may give You notice requiring payment within 7 days of the date of such notice. If You should fail to comply with such a notice We may terminate the contract at Our discretion.
- g. Where a sum is overdue We may at our discretion decide to accept further orders from You only on pro-forma terms, or We may decide not to accept further orders from You until payment in full has been received.

## **13. TERMINATION**

We shall be entitled without prejudice to Our other rights and remedies to terminate immediately in writing every contract We have with You or to suspend any further delivery of the Goods under any or every contract We have with You if:

- i. any debt is due and payable by You to Us and remains unpaid;
- ii. You have rejected, returned or failed to take delivery of the Goods or part of them other than in accordance with these Terms and Conditions;
- iii. suspended any full or part payment to Us.

## **14. CANCELLATION BY THE BUYER**

- a. You have no right to cancel or postpone any contract made under these Terms and Conditions after We have issued Our acknowledgement of Your order.
- b. If You insist on cancellation or postponement (without prejudice to any other of Our rights in connection with such cancellation or postponement) You shall compensate Us for all costs charges and expenses We incur, including loss of profit by reason of such cancellation or postponement.

## **15. SEVERANCE AND WAIVER**

- a. Should any part of these Terms and Conditions be ineffective for any reason, the remainder of these Terms and Conditions shall nevertheless still be binding upon the parties.
- b. Failure or neglect on Our part to enforce at any time any of these Terms and Conditions shall not be construed as nor be deemed to be a waiver of Our rights under these Terms and Conditions, nor shall such failure or neglect in any way affect the validity of the whole or any part of these Terms and Conditions and Our right to take subsequent action shall not be prejudiced by any such failure or neglect.

## **16. LEGAL INTERPRETATION**

Any contract to which these Terms and Conditions apply shall be interpreted in accordance with, and subject to, English Law and any dispute arising out of or in connection with such contract shall be determined exclusively by the English Courts.